

3. Delivery of Birds to Facilities. MBA will arrange and pay for the cost of transporting and delivery of healthy chicks to the Facilities. MBA will give the Grower at least three (3) days advance notice of delivery dates of its chicks to the Facilities. Grower shall provide adequate all-weather area to unload and house the chicks into the Unit(s) in a timely manner. Grower shall be present at time of placement and acknowledge the number of MBA chicks placed and the apparent health and condition at delivery. Grower acknowledges that MBA may stock the Unit(s) with more or less chicks than the number of birds indicated by the number of bird spaces, but MBA agrees to not stock the Unit(s) at a rate exceeding 1 mature 4.5# bird per every .7 square feet of usable barn space in the Unit(s).
4. Duties of the Grower. During the term of this Agreement, Grower will be responsible for the following duties with respect to growing MBA's broilers at the Facilities:
 - a) Personnel. Grower shall be responsible for the day-to-day management of the Facilities and the growing of MBA's broilers. Grower may employ manager(s) and other necessary personnel at the Facilities to carry out the Grower's duties in this regard, provided that Grower shall be solely responsible for the actions and decisions of Grower's personnel. Grower shall coordinate the growing activities at the Facilities in consultation with MBA's Production Supervisor. Grower and MBA's Production Supervisor shall meet on a periodic basis to evaluate the performance of Grower's personnel. If such personnel are not, in the reasonable opinion of MBA's Production Supervisor, performing up to MBA's strict grower performance standard, MBA may request that Grower replace such personnel. Upon the request of Grower, MBA's Production Supervisor will consult at no charge with the Grower regarding the hiring of personnel for the Facilities.
 - b) General Management Responsibilities. Grower will grow and care for MBA's broilers with all modern animal husbandry practices and shall follow all reasonable directions provided by MBA for the rearing and care of such broilers. All of MBA's broilers must be raised in strict accordance with MBA's feeding program and management program, as communicated from time to time by MBA to Grower. Grower will specifically (i) implement rodent and fly control procedures in and around Facilities; (ii) implement and maintain all flock health and disease control procedures and standards reasonably required by MBA (including the administration of any drugs and/or medications); (iii) maintain daily observation of all birds on a thorough enough basis to ensure that feeders, waterers and ventilation equipment are functioning properly; (iv) keep dogs, cats and domestic animals out of the Facilities; and (v) shall not raise any poultry or birds of any kind other than those set forth in this Agreement unless approved in writing by MBA. Grower shall maintain accurate records with respect to MBA's broilers as required and on forms provided by MBA.
 - c) Maintenance. Grower will maintain the Facilities in good working order and in the same condition as when contracted, reasonable wear and tear expected. Grower shall routinely check and maintain feed systems, water lines and waterers, and ventilation systems in proper operating condition.